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14
15 **IN THE UNITED STATES DISTRICT COURT**
16
17 **FOR THE DISTRICT OF NEVADA**

18 MONICA SANCHEZ and ISMAEL
19 SANCHEZ, individually as husband and
20 wife,

21 Plaintiff,

22 vs.

23 CHUGACH MCKINLEY, INC.; STANLEY
24 ACCESS TECHNOLOGIES, LLC.;
25 WACKENHUT SERVICE,
26 INCORPORATED; DOES I through V;
27 ROE CORPORATIONS I through V; and
28 ROE COMPANIES I through V, inclusive,

Defendants

CHUGACH MCKINLEY, INC.,

Third Party Plaintiff,

vs.

BESAM US INC. d/b/a/BESAM
ENTRANCE SOLUTIONS, d/b/a
SOUTHERN NEAVADA DOORS; DOES
VI through X; ROE CORPORATIONS VI
through X, inclusive,

Third Party Defendants.

CASE NO. 2:10-cv-00975-RLH-RJJ

**STIPULATED PROTECTIVE ORDER
REGARDING CONFIDENTIAL
INFORMATION**

STIPULATED PROTECTIVE ORDER

REGARDING CONFIDENTIAL INFORMATION

IT IS HEREBY STIPULATED by and between the parties, through their respective undersigned counsel, that:

1. This Protective Order shall apply to any information, document, thing, or testimony that is subject to discovery, production, inspection, and/or reproduction in this action, and which is deemed or designated, pursuant to the following provisions, as containing confidential information (hereinafter "Confidential Materials") and is owned or controlled by a party, or is owned or controlled by a third party, who elects or is ordered to provide discovery, production, inspection, and/or reproduction in this action (hereinafter "Producing Party"), under the terms and conditions of this Protective Order. As used herein, any references to "party" and "third party" refer to and mean, unless otherwise specified, a natural person, any form of business organization, any government or non-governmental agency of any nature or type, and includes the party's or third party's employees, directors, shareholders, independent contractors, agents, representatives, attorneys, accountants, and all persons acting or purporting to act on their behalf. "Confidential Materials" shall include, without limitation, information and documents produced pursuant to F.R.C.P. 26, testimony adduced at depositions upon oral examination pursuant to F.R.C.P. 30, written responses to depositions by written questions pursuant to F.R.C.P. 31, written responses to interrogatories pursuant to F.R.C.P. 33, documents produced pursuant to F.R.C.P. 34, answers to requests for admission pursuant to F.R.C.P. 36, and testimony, documents, and things provided pursuant to F.R.C.P. 45. "Confidential Materials" shall also include all information, documents, and things relating in any way to the substance of the foregoing, including but not limited to copies, summaries, or abstracts of the foregoing.

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1 2. Without prejudice to the right of a party to object to the production of the
2 following information, or of a party to seek production, the information subject to
3 designation as "Confidential Materials" shall include Plaintiffs':

- 4 (a) Social security number;
5 (b) Financial data;
6 (c) Date of birth;
7 (d) Home address;
8 (e) Any information considered classified or subject to federal security
9 clearance;
10 (f) Any other sensitive personal or financial information contained in
11 Plaintiffs' employment files that is not publicly available.

12 3. Confidential Materials shall be treated by each party receiving such
13 Confidential Materials ("Receiving Party") as confidential unless and until this Court rules
14 to the contrary, and/or Plaintiffs agree otherwise. However, nothing in this Protective Order
15 shall prevent or restrict counsel for any party in any way from inspecting, reviewing, or
16 using, any discovery material produced or provided by that party, including discovery
17 material designated as confidential.

18 4. The parties agree that Confidential Materials will not be used for any purpose
19 other than the litigation of this action ("Litigation"), including any appeals of this Litigation,
20 without prior written approval from the Court or the prior written consent of Plaintiffs. No
21 person shall divulge information subject to this Protective Order to the public or shall give
22 information subject to this Protective Order to any person not entitled under this Protective
23 Order to receive it.

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1 5. This Protective Order shall not enlarge or affect the proper scope of
2 discovery in this or any other litigation, nor shall this Protective Order imply that
3 Confidential Materials are properly discoverable, relevant or admissible in this or any other
4 litigation. Each party reserves the right to object to any disclosure of information or
5 production of any documents on any other ground it may deem appropriate. Nothing in this
6 Protective Order shall require disclosure of material that counsel for a party or a third party
7 contends is protected from disclosure by the attorney-client privilege, the attorney work-
8 product immunity, or any other privilege. This shall not preclude any party from moving the
9 Court for an order directing the disclosure of such material.

10 6. The Receiving Party and all persons given access to Confidential Materials in
11 accordance with the terms of this Protective Order consent to the continuing jurisdiction of
12 the Court for the purposes of enforcing this Protective Order and remedying any violations
13 thereof.

14 7. Confidential Materials shall not be disclosed to anyone other than the
15 following categories of persons:

16 (a) The Court (and any appellate court), including court personnel, jurors,
17 and alternate jurors, only in the manner provided in paragraph 9 below;

18 (b) The named parties to this Litigation, and the attorneys in this
19 Litigation, including the paralegal, clerical, secretarial, and other staff employed or retained
20 by such counsel;

21 (c) Court reporters (including persons operating video recording
22 equipment at depositions) and persons preparing transcripts of testimony to the extent
23 necessary to prepare such transcripts;

24 (d) Retained experts, advisors, consultants, and special masters, including
25 persons directly employed by such experts, advisors, consultants, and special masters
26 (collectively, "Experts") but only to the extent necessary to perform their work in connection
27 with this Litigation;

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1 (e) The person who authored the Confidential Materials or who received
2 such Confidential Materials in the ordinary course of business; and

3 (f) Such persons as the undersigned counsel shall consent to in writing
4 before the proposed disclosure.

5 8. All parties and their respective counsel, and the paralegals, employees, and
6 assistants of such counsel receiving Confidential Materials shall take all steps reasonably
7 necessary to prevent the disclosure of Confidential Materials other than in accordance with
8 the terms of this Protective Order. In the event of a change in counsel, retiring counsel shall
9 fully instruct new counsel of their responsibilities under this Protective Order.

10 9. Any Confidential Materials that are filed with the Court, and any pleading,
11 motion, or other paper filed with the Court containing or disclosing any such Confidential
12 Materials shall be filed under seal and shall bear the legend:

13
14 **THIS DOCUMENT CONTAINS CONFIDENTIAL INFORMATION**
15 **COVERED BY A PROTECTIVE ORDER OF THE COURT AND IS**
16 **SUBMITTED UNDER SEAL PURSUANT TO THAT PROTECTIVE ORDER.**
17 **THE CONFIDENTIAL CONTENTS OF THIS DOCUMENT MAY NOT BE**
18 **DISCLOSED WITHOUT EXPRESS ORDER OF THE COURT.**

19 Said Confidential Materials shall be kept under seal until further order of the Court;
20 however, said Confidential Materials filed under seal shall be available to the Court and
21 counsel of record, and to all other persons entitled to receive the Confidential Materials
22 under the terms of this Protective Order.

23 10. Disclosure of Confidential Materials other than in accordance with the terms
24 of this Protective Order may subject the disclosing person to such sanctions and remedies as
25 the Court may deem appropriate, including, without limitation, contempt and injunctive
26 relief.

27 11. The entry of this Protective Order shall be without prejudice to the rights of
28 the parties, or anyone of them, or of any non-party to assert or apply for additional or
different protection.

1 12. The terms of this Protective Order shall survive and remain in effect after the
2 termination of this Litigation. The parties shall take such measures as are necessary and
3 appropriate to prevent the public disclosure of Confidential Materials, through inadvertence
4 or otherwise, after the conclusion of this Litigation.

5 13. If the Receiving Party or its counsel or expert is served with a subpoena or
6 other process by any court, administrative or legislative body, or any other person or
7 organization which calls for production of any Confidential Materials produced by another
8 party, the party to whom the subpoena or other process is directed shall not, to the extent
9 permitted by applicable law, provide or otherwise disclose such documents or information
10 until ten (10) business days after notifying counsel for the Producing Party in writing of all
11 of the following: (1) the information and documentation which is requested for production
12 in the subpoena; (2) the date on which compliance with the subpoena is requested; (3) the
13 location at which compliance with the subpoena is requested; (4) the identity of the party
14 serving the subpoena; and (5) the case name, jurisdiction, and index, docket, complaint,
15 charge, civil action, or other identification number or other designation identifying the
16 litigation, administrative proceeding, or other proceeding in which the subpoena has been
17 issued.

18 14. This Protective Order does not restrict or limit the use of Confidential
19 Materials at any hearing or trial, which is expected to be the subject of a further protective
20 order and/or appropriate court orders. Prior to any hearing or trial at which the use of
21 Confidential Materials is anticipated, the parties shall meet and confer regarding the use of
22 the Confidential Materials. If the parties cannot agree, the parties shall request the Court to
23 rule on such procedures.

24 15. This Protective Order is without prejudice to the right of any party to seek
25 relief from or modification of any provision contained herein by motion to the Court with
26 reasonable notice to the parties, including seeking and obtaining additional protection or the
27 subsequent elimination of protection with respect to the confidentiality of any document or
28 discovery response upon an appropriate showing.

1 DATED this _____ day of November, 2010.

2 WOLFENZON SCHULMAN & ROLLE

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5 By: /s/ Daniel J. Reed
6 DANIEL J. REED, ESQ.
7 Nevada Bar No. 11249
8 6725 Via Austi Parkway , Ste #260
9 Las Vegas, Nevada 89119
10 *Attorneys for Defendant*
11 *CHUGACH MCKINLEY, INC.*

12 **ORDER**

13 **IT IS SO ORDERED** on this 7TH day of ~~November~~^{DECEMBER}, 2010.

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15 
16 **UNITED STATES MAGISTRATE JUDGE**

17 Respectfully submitted by:

18 ROBERT A. MASSI, LTD.

19
20
21 By: _____
22 ROBERT A. MASSI, ESQ.
23 Nevada Bar No. 2397
24 KRISTIE L. REBER, ESQ.
25 Nevada Bar No. 11693
26 11201 South Eastern Ave., Ste. 100
27 Henderson, Nevada 89052
28 *Attorney for Plaintiffs*